

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RADIO MUSIC LICENSE COMMITTEE,
INC.,

Petitioner,

v.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS,

Respondent.

No. 1:23-cv-07228-DEH

~~[PROPOSED]~~ SUPPLEMENTAL STIPULATION AND PROTECTIVE ORDER

WHEREAS, the Court entered a protective order preserving the confidentiality of certain documents and information in this proceeding (the “Proceeding”) on May 15, 2024 (the “Protective Order,” ECF No. 23); and

WHEREAS American Society of Composers, Authors and Publishers (“ASCAP”) has requested documents that non-party Global Music Rights, LLC (“GMR”) has determined contain highly confidential GMR information that requires additional protection; and

WHEREAS, it has been agreed by the parties to the Proceeding and non-party GMR, through their respective counsel, that a supplemental protective order should be entered by the United States District Court for the Southern District of New York:

IT IS STIPULATED AND AGREED THAT:

1. The parties recognize that, in certain limited circumstances, Supplying Parties (as defined in paragraph 1 of the Protective Order) may possess documents that GMR has determined contain extremely sensitive confidential and/or confidential proprietary information of GMR the disclosure of which, even if limited to the persons listed in paragraphs 8, 14, 18, or 22 of the Protective Order, may compromise and/or jeopardize the Supplying Party’s (or a third

party's) business interests such that the Supplying Party (or the third party whose confidential information is implicated) deems it necessary to require additional limitations on disclosure than are set forth in paragraphs 8, 14, 18, or 22 of the Protective Order ("Certifying Outside Counsel Information"). A Supplying Party may designate Certifying Outside Counsel Information in the manner provided in paragraphs 5, 7, and 46 of the Protective Order, except that the legend applied to such information shall be: CERTIFYING OUTSIDE COUNSEL ONLY. The Supplying Party shall designate as "CERTIFYING OUTSIDE COUNSEL ONLY" only the confidential GMR material that it in good faith believes to be entitled to the treatment set forth below in paragraph 3, and not for the purposes of harassing the Receiving Party (as defined in paragraph 1 of the Protective Order) or for purposes of unnecessarily restricting the Receiving Party's access to information necessary for the prosecution of this Proceeding. The parties therefore agree to limit use of the "CERTIFYING OUTSIDE COUNSEL ONLY" designation to the maximum extent practicable. Nothing in the foregoing shall preclude third parties from using the "Certifying Outside Counsel Designation" designation as set forth in this paragraph.

2. If a party to the Proceeding intends to produce or disclose documents or information that include confidential GMR information that GMR in good faith believes warrants the "CERTIFYING OUTSIDE COUNSEL ONLY" designation, GMR may instruct the Supplying Party to apply the "CERTIFYING OUTSIDE COUNSEL ONLY" designation, and the Supplying Party shall then apply the "CERTIFYING OUTSIDE COUNSEL ONLY" designation in accordance with GMR's instructions.

3. All the provisions set forth in the Protective Order applicable to Confidential Information, Restricted Information, and Outside Counsel Information shall apply equally to Certifying Outside Counsel Information, except that the production of the Certifying Outside

Counsel Information and the disclosure of Certifying Outside Counsel Information by the Receiving Party shall be subject to the following rules:

a. The Certifying Outside Counsel Information shall solely be produced to up to three outside attorneys for the Receiving Party who certify to the Court that, for a period of three years from the date of their certifications, they will not be involved in licensing negotiations on behalf of the Receiving Party (the “Certifying Outside Counsel”).

b. The Certifying Outside Counsel shall not disclose Certifying Outside Counsel Information to anyone else, absent GMR’s written consent or a further Order of the Court, except to any outside consultant or expert (and his or her staff) actually assisting in the Proceeding, to whom it is necessary to disclose Certifying Outside Counsel Information for the purpose of assisting in, or consulting with respect to, the prosecution of this Proceeding, and who comply with paragraph 3(c) below.

c. Prior to the disclosure of Certifying Outside Counsel Information to any person under paragraph 3(b), such person shall be provided with a copy of the Protective Order and this Supplemental Protective Order, which he or she shall read and upon reading sign the Certification annexed hereto as Exhibit A, acknowledging that he or she has read the Protective Order and this Supplemental Protective Order and shall abide by their terms, and that he or she will not, for a period of three years from the date of signing the Certification, be involved in licensing negotiations on behalf of the Receiving Party.

4. The provisions of paragraph 33 of the Protective Order (regarding objections to the propriety of designations) shall apply to the documents or information designated as “CERTIFYING OUTSIDE COUNSEL ONLY.” GMR shall be treated as a Supplying Party for

purposes of paragraph 33 with respect to documents or information designated “CERTIFYING OUTSIDE COUNSEL ONLY” per GMR’s instructions.

5. Persons having knowledge of Certifying Outside Counsel Information by virtue of their participation in the conduct of the Proceeding shall use that Certifying Outside Counsel Information only in connection with the prosecution or appeal of the Proceeding and shall neither use such Certifying Outside Counsel Information for any other purpose nor disclose such Certifying Outside Counsel Information to any person who is not listed in paragraph 3 of this Supplemental Protective Order, subject to the provisions of paragraphs 10 and 11 of the Protective Order. GMR shall be treated as a Supplying Party for purposes of paragraphs 10 and 11 of the Protective Order with respect to documents or information designated “CERTIFYING OUTSIDE COUNSEL ONLY” per GMR’s instructions.

6. Counsel shall take all reasonable and necessary steps to assure the security of any Certifying Outside Counsel Information and will limit access to Certifying Outside Counsel Information to those persons listed in paragraph 3 of this Supplemental Protective Order. Certifying Outside Counsel Information produced or provided by any Supplying Party will be kept in the Receiving Party’s Certifying Outside Counsel’s possession and/or in the possession of the Receiving Party’s outside consultants, experts, or other persons entitled to receive copies of the documents pursuant to paragraph 3 above.

7. GMR shall be treated as a Supplying Party for purposes of paragraphs 31, 32, 35, and 41 of the Protective Order with respect to documents or information designated “CERTIFYING OUTSIDE COUNSEL ONLY” per GMR’s instructions.

Dated: November 27, 2024

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By: /s/ Kenneth L. Steinthal (with permission)

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The parties are apprised that the Court retains discretion as to whether to afford confidential treatment in its opinions and orders to information the parties have redacted, sealed, or designated as confidential. The Court retains the discretion to allow disclosure of any subject covered by this stipulation or to modify this stipulation at any time in the interest of justice.

SO ORDERED

A handwritten signature in black ink, appearing to read 'Dale E. Ho', is written over a horizontal line.

Hon. Dale E. Ho
United States District Judge

Dated: December 3, 2024
New York, New York

SIGNATURE CERTIFICATION

In accordance with Section 8 of the Electronic Case Filing Rules & Instructions for the Southern District of New York, I hereby attest that all other signatories listed, and on whose behalf this document is submitted, concur with the contents of the document and have authorized this filing.

/s/ Hallie S. Goldblatt

Hallie S. Goldblatt

EXHIBIT A

RADIO MUSIC LICENSE COMMITTEE,
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CERTIFICATION

The undersigned hereby acknowledges that, having read the Protective Order issued by the Court in the above-captioned action on May 15, 2024 and the Supplemental Protective Order issued by the Court in the above-captioned action on _____, 2024, the undersigned understands the terms thereof and agrees to be bound thereby. The undersigned further hereby certifies that the undersigned will not participate in licensing negotiation on behalf of American Society of Composers, Authors and Publishers for three years from the date of this Certification. The undersigned further agrees to submit to the jurisdiction of the United States District Court for the Southern District of New York and understands that the Court may impose sanctions for any violation of the Protective Order, the Supplemental Protective Order, or this Certification.

Date

Name (typed or printed)

Signature